

**COMMONWEALTH OF KENTUCKY  
KENTUCKY BOARD OF LICENSURE FOR OCCUPATIONAL THERAPY  
AGENCY CASE NO. 2015-02**

**KENTUCKY BOARD OF LICENSURE FOR  
OCCUPATIONAL THERAPY**

**COMPLAINANT**

**v.**

**SETTLEMENT AGREEMENT**

**MEGAN CLARY  
LICENSE NO. A5842**

**RESPONDENT**

\*\*\*\*\*

**WHEREAS**, the Kentucky Board of Licensure for Occupational Therapy (hereafter "the Board") having investigated an initiating complaint against Megan Clary (hereafter "Respondent"), and;

**WHEREAS**, for the purposes of this Settlement Agreement the Respondent admits she forgot to treat a patient whom she saw at her place of employment due to her own medical condition, but then the next day she billed for services to the patient that were not performed;

**WHEREAS**, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing; and

**THEREFORE**, the undersigned parties agree to settle and resolve this matter according to the following terms:

**JURISDICTION**

The Respondent acknowledges the Board has jurisdiction over the Respondent and Respondent's conduct that led to this Settlement Agreement.

The Respondent acknowledges the Board has authority under KRS 319A.070 and 319A.190 to take disciplinary action up to and including revocation of the Respondent's license.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board. The Respondent expressly indemnifies the Board for any costs incurred, including reasonable attorney fees, in enforcing any provision of this Settlement Agreement should the Board determine the Respondent has not met any term of this Settlement Agreement after notice and opportunity to be heard.

### **VOLUNTARY WAIVER OF RIGHTS**

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

The Respondent is fully aware of the Respondent's rights to contest charges in a formal adjudicative administrative hearing. These rights include: representation by an attorney at the Respondent's own expense; the right to receive a notice of hearing and formal complaint that provide the factual basis of the charges against Respondent and a statement of the issues in sufficient detail to give the Respondent reasonable opportunity to prepare evidence and argument, and reference to the specific statutes and administrative regulations that relate to the issues involved and the procedures to be followed in an administrative hearing; the right to a public administrative hearing on any charges or allegations filed; the right in an administrative hearing to confront and cross-examine witnesses called to testify against the Respondent, the

right to present evidence and argument on the Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, and the right to testify on the Respondent's own behalf; the right after an administrative hearing to receive written findings of fact and conclusions of law supporting a decision on the merits of the formal complaint; and the right to appeal to the Franklin Circuit Court from, and to obtain judicial review of, the final order of the Board in an administrative hearing. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

### **COSTS**

The Board and the Respondent shall each bear their own costs incurred in this matter.

### **EFFECT UPON LICENSURE STATUS**

The Respondent hereby agrees the facts that she admits constitute a single count of violating KRS 319A.190(1)(d), "Violating any . . . administrative regulation rendered or promulgated by the board," namely, 201 KAR 28:140 Sec. 1(4), (7), and (15), and 201 KAR 28:140 Sec. 2(9)(f) and (13), submitting a false claim for client services not performed.

For this violation, Respondent agrees: within thirty (30) days from the date the Board signs this agreement, Respondent shall submit to the Board proof that she has successfully completed four (4) continuing competence units in a Board-approved course in Ethics and Documentation.

This action shall constitute disciplinary action against the license of the Respondent.

Any violation of the terms of this Settlement Agreement shall constitute a separate violation that may result in further disciplinary action up to and including revocation of Respondent's license to practice occupational therapy in the Commonwealth of Kentucky.

## **RELEASE OF LIABILITY**

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent individually, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, and may have or claim to have against the Commonwealth of Kentucky, the Kentucky Board of Licensure for Occupational Therapy, and the Kentucky Attorney General, and each of their members, agents and employees in their individual and representative capacities, arising out of or by reason of the investigation of the charges against the Respondent, this Settlement Agreement, or its administration and implementation.

## **ACCEPTANCE BY THE BOARD**

This Settlement Agreement shall be presented to the Kentucky Board of Licensure for Occupational Therapy for approval at the next regularly scheduled meeting of the Board following receipt of the Settlement Agreement signed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by the Board and signed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board to decide an administrative hearing if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend herself, and no inferences against the Respondent will be made from her willingness to enter into this Settlement Agreement.

### **OPEN RECORDS**

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, that it may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public, and may be reported in accord with federal law.

### **COMPLETE AGREEMENT**

This Settlement Agreement and Order consists of six pages and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. This Settlement Agreement shall not be altered, amended or modified without the express written consent of both parties. The Respondent shall not institute any action in any court to contest the terms of this Settlement Agreement after she has signed it.

**HAVE SEEN AND AGREED TO:**

**RESPONDENT:**

**KENTUCKY BOARD OF LICENSURE FOR  
OCCUPATIONAL THERAPY:**

Megan Clary  
MEGAN CLARY

Kevin Priddy  
KEVIN PRIDDY, CHAIR  
KENTUCKY BOARD OF LICENSURE FOR  
OCCUPATIONAL THERAPY

Date: 3-21-16

Date: 4/14/16